

**Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.**

In the Matter of

Distribution of the

2000, 2001, 2002, and 2003

Cable Royalty Funds

**Docket No. 2008-2 CRB CD 2000-2003
(Phase II)**

Rebuttal Testimony of

Marsha E. Kessler

May 15, 2013

REBUTTAL TESTIMONY OF MARSHA E. KESSLER

My name is Marsha E. Kessler. Prior to my retirement in August 2010, I served as Vice-President, Retransmission Royalty Distribution, at Motion Picture Association of America ("MPAA"), a position I held, under various titles, for about 28 years. You may find details of my background and experience in my direct testimony in this proceeding, which was submitted to the Copyright Royalty Judges ("Judges") on May 30, 2012.

I. PURPOSE OF TESTIMONY

The purpose of my rebuttal testimony is two-fold. First, I describe the Phase I programming categories that the Phase I Parties have relied on since the early days of the Copyright Royalty Tribunal ("CRT"), and which I applied consistently throughout my tenure at MPAA in order to determine the correct categorization of programming for MPAA's special Nielsen Studies commissioned in connection with Phase I royalty proceedings since the early 1980s. These Phase I categories are mutually exclusive, and they have formed the basis for the distribution of hundreds of millions of dollars of Section 111 royalties over the course of the last thirty years.

Second, I explain the results of an investigation Jane Saunders of MPAA and I conducted from March to May, 2013, in which we contacted certain MPAA-represented entities whose names also appeared in Exhibit IPG-1 to the Written

Direct Testimony of Raul C. Galaz, which was filed on May 30, 2012 and later amended on August 20, 2012. As explained later in my testimony, the MPAA-represented claimants we contacted uniformly reported that they had either (1) terminated their representation agreements with IPG many years ago, or (2) understood that such agreements had long-since expired pursuant to their own terms. All of the MPAA-represented claimants we contacted confirmed that MPAA is their designated Phase II representative in this proceeding for some or all of the 2000 to 2003 cable royalty years.

II. THE PHASE I CATEGORIES

Since the first cable royalty distribution proceeding covering the 1978 royalty year, the CRT, and then later the Copyright Arbitration Royalty Panels ("CARP"), divided their royalty distribution cases into Phase I and Phase II proceedings. In Phase I, the CRT or the CARP allocated the entire royalty fund among broadly defined Phase I program categories. In Phase II, to the extent necessary, the CRT or the CARP resolved disputes among different claimants or groups of claimants within a single Phase I category as to the internal division of the category's Phase I allocation.

The Phase I categories themselves developed over the course of the first few years of CRT proceedings. In response to requests by various parties for rulings on close or disputed questions about which category should be treated as encompassing particular programs, the CRT refined the category definitions

through declaratory rulings and rulings published as a part of its final determinations. *See, e.g.*, 1984 Cable Royalty Distribution Proceeding, 52 Fed. Reg. 8408, 8416 (Mar. 17, 1987); Advisory Opinion, Docket No. CRT 85-4 84 CD (May 16, 1986).

Attached to my testimony as Addendum A is a copy of the May 16, 1986 CRT Advisory Opinion cited above. I am aware of this CRT Advisory Opinion not only because I was tasked with applying the Phase I categories as a routine part of my job while I was working at MPAA, but also because IPG introduced the document as a cross-examination exhibit during the 1997 Cable Phase II Proceeding as IPG Exhibit 12x. I testified during the 1997 Cable Phase II Proceeding as a witness for MPAA, and was cross-examined by IPG's counsel during the hearing concerning IPG Exhibit 12x. Based on this experience, I can say with confidence that IPG was well aware of the contents of the CRT Advisory Opinion long before the Judges commenced this current Phase II proceeding.

The eight Phase I categories that were established during the CRT period are attached to my testimony as Addendum B. These categories are mutually-exclusive and they are intended to cover all non-network television programming (plus the music that is performed during those programs) on stations retransmitted as distant signals by U.S. cable systems. During my tenure at MPAA, I advised both Nielsen and Tribune Media Services regarding the process of assigning individual television programs to one (and only one) of the designated categories.

MPAA's Nielsen Studies have long been an important piece of evidence underlying the CRT, CARP, and the Judges' Phase I distribution orders, having been introduced in every litigated Phase I distribution proceeding since the early 1980s. I am also aware that virtually every participant in a Phase I proceeding has relied on these program categories for (1) presentation of evidence, and (2) partial and final distribution of royalties.

**III. MPAA-REPRESENTED CLAIMANTS APPEARING IN
EXHIBIT IPG-1**

At MPAA's request, I reviewed Mr. Galaz's written direct testimony in this proceeding. During my review, I discovered that certain entities listed on Exhibit IPG-1 as "IPG-represented Claimants" in the Program Suppliers category are actually MPAA-represented Program Suppliers for some or all of the 2000 through 2003 royalty years. Some of these "overlapping" claimants were dismissed from IPG's case by the Judges in their March 21, 2013 Memorandum Opinion and Order Following Preliminary Hearing On Validity Of Claims.¹

Starting in March 2013, Jane Saunders of MPAA and I began contacting the remaining overlapping claimants to ask them to clarify whether IPG or MPAA is their authorized Phase II representative for purposes of this proceeding. Between January and May 2013, we had telephone calls with authorized representatives of the following entities, all of whom appear on Exhibit IPG-1:

¹ The overlapping claimants that were dismissed pursuant to the March 21 Order are the twelve entities identified in that Order as represented by Fintage Publishing and Collection, B.V., as well as O. Atlas Enterprises, Sandra Carter Productions, Scholastic Entertainment, Inc., and Ward Productions.

BBC Worldwide

DreamWorks LLC

Litton Syndications, Inc.

Marty Stouffer Productions, Ltd.

Martha Stewart Living Omnimedia

Reel Funds International

Remodeling Today d/b/a Today's Homeowner

Television Syndication Company (TVS)

United States Olympic Committee

Urban Latino TV LLC (cka American Latino)

Venevision International

During my telephone conversations with authorized representatives of these entities, I learned that the majority of them had previously terminated their representation agreements with IPG. Following these telephone calls, authorized representatives for nine of the eleven entities listed above took it upon themselves to make filings with the Copyright Royalty Board notifying the Judges that they had previously terminated their relationships with IPG and confirming that MPAA, and not IPG, is their authorized Phase II representative for some or all of the 2000-2003 cable royalty years. Some of these filings were accompanied by copies of correspondence with IPG that I understand was never produced to

MPAA in discovery in this proceeding. Certified copies of these filings are attached to my testimony as Addendum C.

The two remaining entities listed above that are not covered by the filings in Addendum C are the United States Olympic Committee ("USOC") and Martha Stewart Living Omnimedia ("MSLO"). I discuss each of these overlapping claimants below.

USOC informed me that they terminated their representation agreement with IPG on January 22, 2003. Attached hereto as Addendum D is a copy of the USOC termination letter which I received directly from USOC. I understand that IPG never produced a copy of the USOC termination letter to MPAA in discovery in this proceeding.

MSLO reviewed its records and informed me that its representation agreement with IPG is limited to the 2000 royalty year and does not apply to any later royalty years. Starting with royalty year 2001, MSLO confirmed that MPAA is its authorized Phase II representative.

IV. ADDITIONAL TERMINATION CORRESPONDENCE

In the course of my conversations with the overlapping claimants discussed above, one other Exhibit IPG-1 entity who previously notified the Judges that it had terminated its relationship with IPG was brought to my attention. On June 7, 2007, Farm Journal Electronic Media notified the Judges that IPG was not authorized to assert claims on its behalf for the 2001, 2002, and

Rebuttal Testimony of Marsha E. Kessler
Page 7

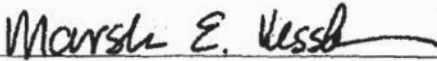
2003 royalty years. A certified copy of this correspondence is attached to my testimony as Addendum E.

Thank you for the opportunity to present the information in this testimony. I hope it will be helpful in the Judges' deliberations.

DECLARATION OF MARSHA E KESSLER

I declare under penalty of perjury that the foregoing rebuttal testimony is true and correct, and of my personal knowledge.

Executed on May 15, 2013


Marsha E. Kessler

KESSLER REBUTTAL TESTIMONY
ADDENDUM A

1111 20th Street, N.W.
Suite 450
Washington, D.C. 20036
(202) 653-5175

In the Matter of)
)
1984 Cable Royalty)
Distribution Proceeding)

Docket No. CRT 85-4 84CD

ADVISORY OPINION

On April 18, 1986, the Program Suppliers moved for declaratory rulings regarding program categorization in their 1984 Nielsen Special Study of distant viewing. The Program Suppliers asked: (a) Whether programs produced or originated uniquely for a single group of commonly-owned stations and not licensed to or broadcast by any other station should be included in the "Local" category; (b) whether the "Other" category should continue to include all telethons, coverage of political events, and parades, as well as "filler," "rain delay," "to be announced," and foreign language programs on non-specialty stations; (c) should the Tribunal determine telethons, coverage of political events, and parades are not to be included in "Other," what criteria are to be used to classify these programs, as they are rarely, if ever, listed in the BIB Book, ROSP, or SPA; and (d) whether individual programs on foreign-language specialty stations are to be classified separately. The Program Suppliers also listed their definitional instructions to Nielsen in the appendix to their motion.

The Tribunal received comments from the Joint Sports Claimants, NAB, Multimedia, and reply comments from the Program Suppliers. In addition to commenting, NAB proposed that the Tribunal institute a general rulemaking to define all program types used by the Tribunal in Phase I proceedings.

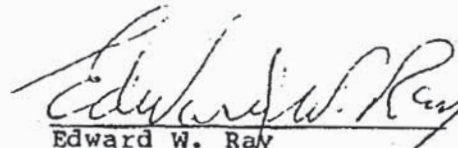
The Tribunal considers that it is sufficient at this time to issue an advisory opinion in areas where it believes have been of most concern to all parties. It is the Tribunal's opinion that:

- a) "Local programs" are programs licensed to/produced by and broadcast by a single broadcast station during the calendar year in question, and not broadcast by any other station.
(To the extent a syndicator of a program is considered in the "local" category because he/she was able to syndicate to only one station in the calendar year, he/she would be entitled to a settlement or a Phase II proceeding in the local category.)

- b) "Syndicated series and specials" are programs licensed to/produced by and broadcast by two or more broadcast stations during the calendar year in question. (The extent to which stations are commonly-owned or controlled and whether that should diminish the amount of the award are factual questions to be argued in the proceeding.)
- c) Programs characterized by some parties in past proceedings as "minor sports" such as wrestling, high school athletics, coaches shows, etc., come under either the "Local" or "Syndicated Series and Specials" category.
- d) Programs which have been placed in the "Other" category and/or "Specialty Station" category are more properly defined as "Local," "Syndicated Series and Specials," or "Devotional." These include telethons, parades, political events, foreign-language programs, and devotional programs on specialty stations.

Additionally, the Tribunal notes that the description of Devotional Programs listed in the Program Suppliers definitional instruction are at some variance with Tribunal utilization of this category.

- e) "Devotional Programs" are programs of a primarily religious theme. They are not limited to those programs produced for/by religious institutions. The Tribunal notes that several programs produced by local stations and represented by NAB received a settlement from the Devotional Claimants in the 1983 proceeding.


Edward W. Ray
Chairman

Dated: May 16, 1986

KESSLER REBUTTAL TESTIMONY
ADDENDUM B

Phase I Claimant Category Definitions

"Program Suppliers." Syndicated series, specials and movies, other than Devotional Claimants programs as defined below.

Syndicated series and specials are defined as including (1) programs licensed to and broadcast by at least one U.S. commercial television station during the calendar year in question, (2) programs produced by or for a broadcast station that are broadcast by two or more U.S. television stations during the calendar year in question, and (3) programs produced by or for a U.S. commercial television station that are comprised predominantly of syndicated elements, such as music video shows, cartoon shows, "PM Magazine," and locally hosted movie shows.

"Joint Sports Claimants." Live telecasts of professional and college team sports broadcast by U.S. and Canadian television stations, except for programs coming within the Canadian Claimants category as defined below.

"Commercial Television Claimants." Programs produced by or for a U.S. commercial television station and broadcast only by that one station during the calendar year in question and not coming within the exception described in subpart (3) of the "Program Suppliers" definition.

"Public Television Claimants." All programs broadcast on U.S. noncommercial educational television stations.

"Devotional Claimants." Syndicated programs of a primarily religious theme, not limited to those produced by or for religious institutions.

"Canadian Claimants." All programs broadcast on Canadian television stations, except (1) live telecasts of Major League Baseball, National Hockey League, and U.S. college team sports, and (2) other programs owned by U. S. copyright owners.

"National Public Radio." Public radio broadcast programming.

"Music Claimants." Musical works performed during the course of programs that are themselves separately represented as parts of the preceding categories.

KESSLER REBUTTAL TESTIMONY
ADDENDUM C

COPYRIGHT ROYALTY JUDGES

The Library of Congress
Washington, D.C.

In re

Distribution of 2000, 2001, 2002 and 2003
Cable Royalty Funds

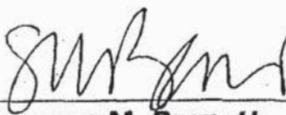
Docket No. 2008-2 CRB CD 2000-2003
(Phase II)

**DOCUMENT CERTIFICATION FROM THE
COPYRIGHT ROYALTY BOARD FILES**

I certify that, under my direction, the staff of the Copyright Royalty Board (CRB) has made a reasonable search of available files at the CRB. I certify that the documents attached to this Certification are a true copy of the documents maintained in the office of the CRB. The attached certified documents are:

- Joint Notice Concerning Representation, filed by Urban Latino, TV, LLC
Dated April 17, 2013
- Notice Concerning Representation, filed by Litton Syndications,
Dated April 25, 2013
- Letter from Marty Stouffer of Mary Stouffer Productions, Ltd,
Dated April 26, 2013.

SIGNED this 7 day of May 2013.



Suzanne M. Barnett
Chief Copyright Royalty Judge

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of

Distribution of the 2000, 2001, 2002
and 2003 Cable Royalty Funds

Docket No. 2008-2 CRB CD 2000-2003
(Phase II)

JOINT NOTICE CONCERNING REPRESENTATION

Urban Latino TV, LLC ("Urban Latino"); Remodeling Today, Inc. d/b/a Today's Homeowner ("Today's Homeowner"); and The Television Syndication Company, Inc. ("TVS") (each a "Claimant," and collectively, the "Claimants"), hereby give notice through their counsel that Claimants terminated their respective agreements with Worldwide Subsidy Group and/or Independent Producers Group (together, "IPG") and are no longer represented by IPG. The Claimants further give notice that they have authorized undersigned counsel to represent their interests in cable and satellite statutory license proceedings before the Copyright Royalty Judges ("Judges"). For purposes of the instant 2000-2003 Cable Phase II Proceeding, Claimants have designated the Motion Picture Association of America, Inc. ("MPAA") as their Phase II representative. Contrary to IPG's representation to the Judges in the captioned proceeding, IPG is not authorized to represent Claimants.

I. Claimants Terminated Their Representation Agreements With IPG

On May 28, 2003, Urban Latino sent a letter to IPG via certified mail terminating its representation agreement with IPG, effective immediately. *See* Letter to Marian Oshita from Robert G. Rose, dated May 28, 2003 (attached hereto as Exhibit A). Urban Latino also

instructed IPG to cease from filing claims on its behalf and to "assign any claims under that [terminated] agreement that were made on behalf of Artist and Idea Management or Urban Latino TV to Hammerman, PLLC." *See id.* Urban Latino further instructed IPG to notify all copyright collectives that IPG was no longer authorized to continue to, or to claim, to represent Urban Latino. *See id.*

On March 1, 2004, Today's Homeowner sent a letter to IPG terminating its representation agreement with IPG, effective immediately. *See* Letter to Marian Oshita from Daniel C. Lipford, dated March 1, 2004 (attached hereto as Exhibit B). Today's Homeowner instructed IPG to cease from filing claims on its behalf and to "assign any claims under that [terminated] agreement that were made on behalf our [sic] programming to Hammerman, PLLC." *See id.* Today's Homeowner further instructed IPG to notify all copyright collectives that IPG was no longer authorized to continue to, or to claim, to represent Today's Homeowner. *See id.*


On April 29, 2004, TVS sent a letter to IPG terminating its representation agreement with IPG, effective immediately. *See* Letter to Marian Oshita from Cassie Yde, dated April 29, 2004 (attached hereto as Exhibit C). TVS instructed IPG to cease filing claims on its behalf and to "assign any claims under any agreements that were made on behalf our [sic] programming to Hammerman, PLLC." *See id.* TVS further instructed IPG to notify all copyright collectives that IPG was no longer authorized to continue to, or to claim, to represent TVS. *See id.*

II. Claimants Have Not Authorized IPG To Represent Their Interests In This Proceeding.

Notwithstanding the attached termination correspondence, Claimants have learned that IPG listed them as "IPG-represented claimants" in Exhibit IPG-1 to its Written Direct Statement in the instant proceeding. Such listing was not authorized by Claimants, and should not be

considered by the Judges. Claimants hereby request that their names be stricken from Exhibit IPG-1, and that any Section 111 royalties due to Claimants be instead assigned to their authorized Phase II representative, MPAA.


Respectfully submitted,


Edward S. Hammerman, Esq.
D.C. Bar No. 460506
Intermediary Copyright Royalty Services
a division of Hammerman PLLC
Telephone: (202) 686-2887
Facsimile: (202) 318-5633
ted@copyrightroyalties.com

Dated: April 17, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of April, 2013, a copy of the foregoing document was sent by Federal Express overnight mail to the parties listed on the attached service list.


Edward S. Hammerman, Esq.

SERVICE LIST

DEVOTIONAL CLAIMANTS

Clifford M. Harrington
PILLSBURY WINTHROP SHAW
PITTMAN, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

MPAA-REPRESENTED PROGRAM SUPPLIERS

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Lucy Holmes Plovnick
MITCHELL SILBERBERG & KNUPP LLP
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Washington, D.C. 20036

INDEPENDENT PRODUCERS GROUP

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10786 Le Conte Ave.
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JOINT SPORTS CLAIMANTS

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Stephen K. Marsh
James R. Woods
ARNOLD & PORTER LLP
555 Twelfth Street, N.W.
Washington, D.C. 20004-1206

Philip R. Hochberg
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12505 Park Potomac Avenue
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Ritchie T. Thomas
Iain McPhie
Christine Henter
SQUIRE, SANDERS & DEMPSEY LLP
1200 19th Street N.W.
Washington, D.C. 20036

Thomas J. Ostertag
OFFICE OF THE COMMISSIONER OF BASEBALL
245 Park Avenue
New York, NY 10167

Exhibit A

ARTIST & IDEA MANAGEMENT

May 28th, 2003

Via Certified Mail
Marian Oshita
Worldwide Subsidy Group d/b/a Independent Producers Group
9903 Santa Monica Blvd., # 655
Beverly Hills, California 90212

Dear Ms. Oshita:

The purpose of this letter is to terminate any agreements by and between Artist and Idea Management, Ltd. and Urban Latino TV, LLC, owner of the television program, "Urban Latino TV," and Worldwide Subsidy Group and/or Independent Producers Group effective immediately.

Neither Worldwide Subsidy Group d/b/a Independent Producers Group, nor Independent Producers Group d/b/a Worldwide Subsidy Group, nor any other agents, affiliates, or assignees of your organization(s) are authorized to claim to represent, to represent, or to file any more documentation for pending or future claims for my company in any domestic or international matters.

You are hereby instructed to assign any claims under that agreement that were made on behalf of Artist and Idea Management or Urban Latino TV to Hammerman, PLLC. You will be compensated fully for any claims in which you have rendered services under the terms of any valid agreement up through television programming year 2001 for cable and satellite retransmission royalty claims filed at the United States Copyright Office.

Please provide me with a detailed status report, copies of, and an accounting for all claims filed on behalf of Artist and Idea Management or Urban Latino TV domestically and internationally by June 15, 2003. That information and all further communications should be directed to our attorney Edward S. Hammerman, Esq., Intermediary Copyright Royalty Services, a division of Hammerman, PLLC, 5335 Wisconsin Avenue, N.W., Suite 440, Washington, D.C. 20015-2052.

Finally, I would appreciate it if you would notify all copyright collectives with whom you have filed royalty claims that you no longer represent my company. Thank you.

Sincerely,


Robert G. Rose

One Astor Place, Suite 5-S • New York, NY 10003 • (212) 253-6153 • (212) 253-7007fax
www.artistandidea.com • Rob@artistandidea.com

Exhibit B

**Today's
Homeowner**
with **Danny Lipford**

March 1, 2004

Marian Oshita
Worldwide Subsidy Group d/b/a Independent Producers Group
9903 Santa Monica Blvd., # 655
Beverly Hills, California 90212

Dear Ms. Oshita:

The purpose of this letter is to terminate any agreements by and between Remodeling Today, Inc. and/or Danny Lipford, owner of the television program, "Today's Homeowner with Danny Lipford," and Independent Producers Group effective immediately. Neither Worldwide Subsidy Group d/b/a Independent Producers Group, nor any other agents, affiliates, or assignees of your organization(s) are authorized to claim to represent, to represent, or to file any more documentation for pending or future claims for my company in any domestic or international matters.

You are hereby instructed to assign any claims under that agreement that were made on behalf our programming to Hammerman, PLLC. You will be compensated fully for any claims in which you have rendered services under the terms of any valid agreement up through television programming years 2003 for cable and satellite retransmission royalty claims filed at the United States Copyright Office.

Please provide me with a detailed status report, copies of, and an accounting for all claims filed on behalf of "Today's Homeowner with Danny Lipford" domestically and internationally by March 15, 2004. That information and all further communications should be directed to our attorney Edward S. Hammerman, Esq., Intermediary Copyright Royalty Services, a division of Hammerman, PLLC, 5335 Wisconsin Avenue, N.W., Suite 440, Washington, D.C. 20015-2052.

Finally, I would appreciate it if you would notify all copyright collectives with whom you have filed royalty claims that you no longer represent my company. Thank you.

Sincerely,

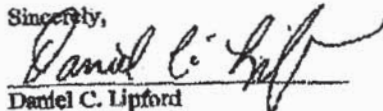

Daniel C. Lipford

Exhibit C



THE TELEVISION
SYNDICATION
COMPANY, INC.

April 29, 2004

Marian Oshita
Worldwide Subsidy Group d/b/a Independent Producers Group
9903 Santa Monica Blvd., # 655
Beverly Hills, California 90212

Dear Ms. Oshita:

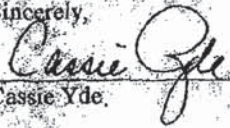
The purpose of this letter is to terminate any agreements by and between The Television Syndication Company, Inc., owner and/or rights holder of the television programs "Did You Ever Wonder," "Canterbury Cinema Classics," "Healthquest," "Hiking Adventures in America's National Parks," "NewsWatch," "Reel Planet," "Route 66: The Road That Built America," "Waiting for Christmas," "Real Life 101," and any other television programs, and Worldwide Subsidy Group effective immediately. Neither Worldwide Subsidy Group d/b/a Independent Producers Group, nor Independent Producers Group d/b/a Worldwide Subsidy Group, nor any other agents, affiliates, or assignees of your organization(s) are authorized to claim to represent, or to file any more documentation for pending or future claims for my company in any domestic or international matters.

You are hereby instructed to assign any claims under any agreements that were made on behalf our programming to Hammerman, PLLC. You will be compensated fully for any claims in which you have rendered services under the terms of any valid agreement up through television programming year 2002 for cable and satellite retransmission royalty claims filed at the United States Copyright Office or with collectives in Canada. However, to receive any further compensation, you must provide proof of representation with a fully executed copy of any agreement you claim exists between my Company and your own. You are not authorized to file claims for television programming year 2003.

Please provide me with a detailed status report, copies of, and an accounting for all claims filed on behalf of all programs retransmitted domestically and internationally by May 14, 2004. That information and all further communications should be directed to our attorney Edward S. Hammerman, Esq., Intermediary Copyright Royalty Services, a division of Hammerman, PLLC, 5335 Wisconsin Avenue, N.W., Suite 440, Washington, D.C. 20015-2052.

Finally, I would appreciate it if you would notify all copyright collectives with whom you have filed royalty claims that you no longer represent my company. Thank you.

Sincerely,


Cassie Yde.

501 Sabal Lake Drive, Suite 105 ★ Longwood, FL 32779 USA

PHONE: (407) 788-6407 ★ FAX: (407) 788-4397 ★ E-MAIL: TVSCO@prodigy.net ★ WEBSITE: www.TVSCO.com

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of)

)
Distribution of the 2000, 2001, 2002)
and 2003 Cable Royalty Funds)
_____)

Docket No. 2008-2 CRB CD 2000-2003
(Phase II)

NOTICE CONCERNING REPRESENTATION

Litton Syndications, Inc. (hereinafter "LSI"), hereby gives notice through its counsel that LSI terminated its representation agreement with Worldwide Subsidy Group and/or Independent Producers Group (together, "IPG") and is no longer represented by IPG. LSI further gives notice that it has authorized the Motion Picture Association of America, Inc. ("MPAA") to represent its interests in cable and satellite statutory license proceedings before the Copyright Royalty Judges ("Judges"). For purposes of the instant 2000-2003 Cable Phase II Proceeding, LSI has designated MPAA as its Phase II representative. Contrary to IPG's representation to the Judges in the captioned proceeding, IPG is not authorized to represent LSI as to any cable royalty year at issue.

I. LSI Terminated Its Representation Agreement With IPG.

On August 13, 2002, Peter Sniderman of LSI sent IPG a letter terminating its representation agreement with IPG due to "the unethical practices of one of [IPG's] principals (Raul Galaz)." See Copy Of Letter to Worldwide Subsidy Group from Peter Sniderman, dated August 13, 2002 (attached hereto as Exhibit A). Thereafter, on August 17, 2004, LSI sent IPG a second letter informing IPG that LSI was terminating "all relationships with IPG/WSG," due to

IPG's material breach of its contract with LSI. *See* Copy of Letter to Marian Oshita from Peter Sniderman, dated August 17, 2004 (attached hereto as Exhibit B). In this letter, LSI informed IPG that "IPG/WSG no longer represents LSI and its programming in any matter and may no longer hold itself out as doing so." *See id.*¹

Years later, starting on May 11, 2012, LSI began receiving unsolicited email correspondence from IPG concerning LSI programming for the years 2000-2003. *See* May 2012 Email correspondence from Denise Vernon to LSI (attached hereto as Exhibit C). On May 18, 2012, Mr. Sniderman informed Ms. Vernon that LSI "long ago terminated [its] agreement with WSG for fraud in the inducement fraudulent behavior, and material breach." Mr. Sniderman further informed Ms. Vernon to "cease and desist" her attempts to collect royalties on behalf of LSI. *See id.*

II. LSI Has Not Authorized IPG To Represent Its Interests In This Proceeding.

As the attached correspondence demonstrates, IPG is not authorized to represent LSI in cable or satellite royalty proceedings before the Judges. LSI recently learned that IPG listed LSI as a "IPG-represented claimant" in Exhibit IPG-1 to its Written Direct Statement in the instant proceeding. Such listing was not authorized by LSI, and should not be considered by the Judges. LSI hereby requests that its name be stricken from Exhibit IPG-1, and that any Section 111 royalties due to LSI be assigned instead to LSI's authorized Phase II representative, MPAA.

¹ Both Exhibit A and Exhibit B are Word copies of Mr. Sniderman's correspondence with IPG, retrieved from LSI's electronic files. Mr. Sniderman can verify that he personally sent both letters to IPG via U.S. mail on the dates indicated on the correspondence.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Richard Sigler", is written over a horizontal line.

Richard Sigler, Esq.

C.A. Bar No. 048673

Attorney At Law

433 N. Camden Dr., Suite 400

Beverly Hills, CA 90210-4408

Telephone: (310) 547-3660

Facsimile: (310) 507-0260

SiglerLaw@aol.com

Dated: April 23, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of April, 2013, a copy of the foregoing document was sent by Federal Express overnight mail to the parties listed on the attached service list.


Richard Sigler, Esq.

SERVICE LIST

DEVOTIONAL CLAIMANTS

Clifford M. Harrington
PILLSBURY WINTHROP SHAW
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2300 N Street, N.W.
Washington, D.C. 20037-1128

MPAA-REPRESENTED PROGRAM SUPPLIERS

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LAW OFFICE OF PHILIP R. HOCHBERG
12505 Park Potomac Avenue
6th Floor
Potomac, MD 20854

Ritchie T. Thomas
Iain McPhie
Christine Henter
SQUIRE, SANDERS & DEMPSEY LLP
1200 19th Street N.W.
Washington, D.C. 20036

Thomas J. Ostertag
OFFICE OF THE COMMISSIONER OF BASEBALL
245 Park Avenue
New York, NY 10167

EXHIBIT A

Distribution Hearing Exhibit 8011

August 13, 2002

Worldwide Subsidy Group
9903 Santa Monica Blvd., Suite 655
Beverly Hills, CA 90212

To Whom It May Concern:

This notice is to inform you that we wish to terminate our agreement with your company immediately due to the unethical practices of one of your principals (Raul Galaz.)

From this point forward, we request that you stop representing our properties in the marketplace.

Sincerely,

Pete Sniderman

EXHIBIT B

August 17, 2004

Marian Oshita
Worldwide Subsidy Group/ IPG
9903 Santa Monica Blvd.
Suite 655
Beverly Hills, CA 90212

Dear Marian:

As you know, the undersigned Litton Syndications, Inc., ("LSI") had previously entered into a Representation Agreement with you ("IPG/WSG") dated as of February 2, 1999, (the "Representation Agreement") which LSI previously terminated for IPG/WSG's breach. Notwithstanding such termination, LSI continued to allow IPG/WSG to pursue a cable/satellite retransmission settlement on LSI's behalf with the MPAA and Copyright Royalty Tribunal in connection with LSI programming for the period of 1998 and 1999.

Our attempts to contact you regarding your progress in this matter have resulted in ignored phone calls and emails. We are now informed you have missed a crucial deadline for filing claims on our behalf and that those claims may now have been lost as a result. Due to this material breach in your duties to LSI and its clients, LSI is hereby terminating all relationships with IPG/WSG, and will now pursue its claims directly with the parties involved. Accordingly, IPG/WSG no longer represents LSI and its programming in any matter and may no longer hold itself out as doing so.

This termination is without waiver of any rights LSI may have on account of your breach, and is not intended to be a complete statement of the facts or LSI's positions on this matter, all of which are expressly reserved.

Very truly yours,

Litton Syndications, Inc.

By:

Peter Sniderman
VP/ Business Affairs

EXHIBIT C

From: worldwidesg@aol.com [mailto:worldwidesg@aol.com]
Sent: Friday, May 18, 2012 12:09 PM
To: Peter Sniderman
Cc: brianb@ix.netcom.com
Subject: Re: Litton Syndications; final broadcast verification

Mr. Sniderman,

I have had an opportunity to review our file on this matter, and your statements are seriously mistaken. Initially, Litton Syndications has never sent notice of termination to WSG, at least as far as we can discern. A few years ago you asserted that termination had occurred "in 2002" in email correspondence with Raul Galaz, then failed to produce any copy of any notice of termination, despite being expressly requested to do so.

Further, your statement that you terminated the agreement with WSG for "fraud in the inducement, fraudulent behavior, and material breach" is new. Nowhere has there ever been such an allegation made against WSG by Litton Syndications, or any party.

Turning to the agreement between WSG and Litton, it expressly provides that termination may only occur pursuant to the specifications of paragraph 8 of the agreement, which has not occurred. Also, you have previously asserted that termination occurred "in 2002". Presuming that you are referring to a "notice of termination", then pursuant to paragraph 2 of the agreement, any notice provided during 2002 would result in the "Term" concluding no earlier than December 31, 2002, and possibly later. Paragraph 4 of the agreement, in turn, establishes that WSG's rights continue indefinitely for royalties attributable to the Term, and that WSG retains the ability to commission any royalties "applicable to the Term, or prior to the Term, irrespective of when such Distribution Proceeds are payable." Paragraph 3 requires Litton Syndications to cooperate with WSG, including by identifying all of its programming.

In sum, it appears as though each and every time that you communicate with WSG, your recollection of events becomes more exaggerated. If you have a notice of termination, then forward it. If you have evidence of "fraud in the inducement, fraudulent behavior, and material breach", or even anything to suggest that you have previously made such an allegation toward WSG, then forward it. Regardless, even based on your asserted timeline, WSG remains entitled, in a worst case scenario, to collect on royalties attributable through calendar year 2002. It is therefore both an obligation and entitlement of WSG to collect these royalties, and Litton's obligation to cooperate in such collection.

WSG will not forego its rights for services it has professionally rendered. If Litton fails to cooperate, Litton will be held accountable per paragraph 9 of the agreement. If Litton interferes with WSG's collections, it will be held accountable for breach of the agreement, and could further be sued for defamation of title and any other appropriate cause of action. If Litton publicly asserts that WSG engaged in "fraud in the inducement, fraudulent behavior, and material breach", I personally assure you that WSG will bring an action against Litton for defamation.

To be certain, I have no patience for a party riding on the coattails of WSG's work, then making false assertions as a means of avoiding its obligations. I trust this clarifies our position, and our expectation of your immediate cooperation, i.e., today, with the data that WSG has forwarded.

Denise Vernon

Worldwide Subsidy Group

Subject: RE: Litton Syndications; final broadcast verification
Date: 5/18/2012 7:12:38 A.M. Pacific Daylight Time
From: peter@litton.tv
To: worldwidesg@aol.com
CC: SiglerLaw@aol.com

We long ago terminated the agreement with WSG for fraud in the inducement, fraudulent behavior, and material breach. We suspect you are well aware of the circumstances leading up to this. In fact, your efforts to collect under this expired contract are hindering our own efforts to collect. Please cease and desist attempting to do so.

Peter Sniderman
Chief Operating Officer
Litton Entertainment

From: worldwidesg@aol.com <worldwidesg@aol.com>
To: Peter Sniderman
Sent: Thu May 17 12:30:07 2012
Subject: Litton Syndications; final broadcast verification

Dear Peter,

we ABSOLUTELY need your response at this time.

Thanks,
Denise

-----Original Message-----

From: worldwidesg <worldwidesg@aol.com>
To: peter <peter@litton.tv>
Sent: Fri, May 11, 2012 8:50 am
Subject: Litton Syndications; final broadcast verification

Dear Sir/Madam,

As the final step in our process of representing your company's claim to 2000-2003 U.S. cable retransmission royalties, we have identified each broadcast of the programs that you previously informed us were owned or controlled by your company. These broadcasts appear in the attached Excel spreadsheet.

In some instances, multiple programs appear with the same title. Nevertheless, the broadcast information oftentimes provides additional information regarding the identity of the program. Consequently, and in order to preserve the integrity of your claim and the claims of all represented producers, it is imperative that your company confirm that the broadcasts appearing on the attached Excel spreadsheet were owned or controlled by your company.

At this point we need you to do two things:

- 1) Immediately forward a reply email confirming your receipt of this email and its attachment. A simple response with the word "Received" will suffice. If we do not receive this reply we will need to continue emailing and calling you until the delivery of the email is confirmed.
- 2) Immediately review the attached list of titles and identify any broadcast of a program that was not owned or controlled by your company. This must be handled in the following manner: in the column immediately next to the program title, headed "**Unclaimed Broadcast**", place an "X" only if the particular broadcast is of a program for which the free tv rights were not owned or controlled by your company at the time of the broadcast.

We are only a few weeks away from the filing of our direct case with the U.S. Copyright Office. Consequently, it is imperative that your company complete this task immediately. Failure to immediately respond could jeopardize your receipt of royalties, and we need your response no later than Tuesday, May 15, earlier if possible. We realize that this is a short time frame, however your cooperation is necessary as we are analyzing over eleven million broadcasts as part of our presentation.

Finally, allow me to remind you that this email contains highly proprietary information. Do not share this information with any third party, as doing so could potentially harm both your claim and the claims of several hundred other represented claimants.

Thank you for your immediate attention to this matter.

Denise Vernon

Worldwide Subsidy Group

Attachment: Litton_Syndications.xls

From: worldwidesg@aol.com [mailto:worldwidesg@aol.com]

Sent: Friday, May 11, 2012 9:50 AM

To: Peter Sniderman

Subject: Litton Syndications; final broadcast verification

Dear Sir/Madam,

As the final step in our process of representing your company's claim to 2000-2003 U.S. cable retransmission royalties, we have identified each broadcast of the programs that you previously informed us were owned or controlled by your company. These broadcasts appear in the attached Excel spreadsheet.

In some instances, multiple programs appear with the same title. Nevertheless, the broadcast information oftentimes provides additional information regarding the identity of the program. Consequently, and in order to preserve the integrity of your claim and the claims of all represented producers, it is imperative that your company confirm that the broadcasts appearing on the attached Excel spreadsheet were owned or controlled by your company.

At this point we need you to do two things:

- 1) Immediately forward a reply email confirming your receipt of this email and its attachment. A simple response with the word "Received" will suffice. If we do not receive this reply we will need to continue emailing and calling you until the delivery of the email is confirmed.

- 2) Immediately review the attached list of titles and identify any broadcast of a program that was not owned or controlled by your company. This must be handled in the following manner: in the column immediately next to the program title, headed "**Unclaimed Broadcast**", place an "x" only if the particular broadcast is of a program for which the free tv rights were not owned or controlled by your company at the time of the broadcast.

We are only a few weeks away from the filing of our direct case with the U.S. Copyright Office. Consequently, it is imperative that your company complete this task immediately. Failure to immediately respond could jeopardize your receipt of royalties, and we need your response no later than Tuesday, May 15, earlier if possible. We realize that this is a short time frame, however your cooperation is necessary as we are analyzing over eleven million broadcasts as part of our presentation.

Finally, allow me to remind you that this email contains highly proprietary information. Do not share this information with any third party, as doing so could potentially harm both your claim and the claims of several hundred other represented claimants.

Thank you for your immediate attention to this matter.

Denise Vernon

Worldwide Subsidy Group

Attachment: Litton_Syndications.xls



MARTY STOUFFER PRODUCTIONS LTD.

April 26, 2013

Copyright Royalty Board
Library Of Congress
James Madison Memorial Building
101 Independence Avenue, SE
Washington, D.C. 20559-6000

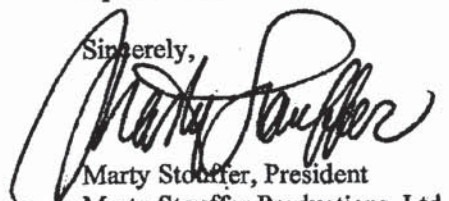
RE: Royalty Claims Made By Worldwide Subsidy Group d/b/a Independent Producers Group ("IPG") in Docket No. 2008-2 CRB CD 2000-2003 (Phase II)

To Whom It May Concern,

Through this letter, Marty Stouffer Productions ("MSP") provides notice to the Copyright Royalty Board ("CRB") that MSP terminated its July 17, 2001 representation agreement with IPG in July of 2002 through a certified letter sent to IPG by MSP's outside counsel at the time, Nick McGrath, Esq. Mr. McGrath is now deceased, and MSP does not have access to his files. As a result, MSP is unable to provide the CRB with a copy of MSP's July 2002 termination letter. Notwithstanding this fact, MSP has been able to locate a copy of email correspondence that we sent to Marsha Kessler of the Motion Picture Association of America, Inc. ("MPAA") on July 16, 2002, which makes reference to the earlier termination correspondence. A copy of this email is attached to this letter for your convenience.

Please consider this letter formal notice from MSP that MSP has terminated its relationship with IPG. As a result, IPG is not authorized to represent MSP in cable or satellite royalty proceedings before the CRB. To the extent that IPG has included MSP on its list of represented claimants in the ongoing 2000-2003 Cable Phase II Proceeding, please be advised that such listing was not authorized by MSP, and should be disregarded. For purposes of the ongoing 2000-2003 Cable Phase II Proceeding, MSP has designated MPAA as its Phase II representative.

Sincerely,



Marty Stouffer, President
Marty Stouffer Productions, Ltd.
Enclosure.

Distribution Hearing Exhibit 8011

Cc: Brian D. Boydston
Pick & Boydston LLP
10786 Le Conte Ave.
Los Angeles, CA 90024

Gregory O. Olaniran
Lucy Holmes Plovnick
Mitchell Silberberg & Knupp LLP
1818 N Street NW, 8th Floor
Washington, D.C. 20036

Clifford M. Harrington
Pillsbury Winthrop Shaw Pittman, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

Robert Alan Garrett
Stephen K. Marsh
James R. Woods
Arnold & Porter LLP
555 Twelfth Street, N.W.
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Law Office Of Philip R. Hochberg
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Iain McPhie
Christine Henter
Squire, Sanders & Dempsey LLP
1200 19th Street N.W.
Washington, D.C. 20036

Thomas J. Ostertag
Office Of The Commissioner Of Baseball
245 Park Avenue
New York, NY 10167

COPYRIGHT ROYALTY JUDGES
The Library of Congress
Washington, D.C.

In re

Distribution of 2000, 2001, 2002 and 2003
Cable Royalty Funds

Docket No. 2008-2 CRB CD 2000-2003
(Phase II)

**DOCUMENT CERTIFICATION FROM THE
COPYRIGHT ROYALTY BOARD FILES**

I certify that, under my direction, the staff of the Copyright Royalty Board (CRB) has made a reasonable search of available files at the CRB. I certify that the document attached to this Certification is a true copy of the document that is maintained in the office of the CRB. The attached certified document is:

Notice Concerning Representation filed by DreamWorks, LLC, a subsidiary of Paramount Pictures, Docket No. 2008-2 CRB CD 2000-2003 (Phase II); (May 7, 2013).

SIGNED this 9 day of May 2013.



Suzanne M. Barnett
Chief Copyright Royalty Judge



5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5000

**Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.**

In the Matter of

Distribution of the 2000, 2001, 2002 and 2003 Cable Royalty Funds

**Docket No. 2008-2 CRB CD 2000-2003
(Phase II)**

NOTICE CONCERNING REPRESENTATION

DreamWorks, LLC, now known as DW Studios LLC, a subsidiary of Paramount Pictures, (hereinafter "DW"), hereby gives notice that DW terminated its representation agreement with Worldwide Subsidy Group and/or Independent Producers Group (together, "IPG") and is no longer represented by IPG. DW further gives notice that it has authorized the Motion Picture Association of America, Inc. ("MPAA") to represent its interests in cable and satellite statutory license proceedings before the Copyright Royalty Judges ("Judges"). For purposes of the instant 2000-2003 Cable Phase II Proceeding, DW has designated MPAA as its Phase II representative. Contrary to IPG's representation to the Judges in the captioned proceeding, IPG is not authorized to represent DW.

I. DW Terminated Its Representation Agreement With IPG.

On July 16, 2002, Margaret E.G. Wilson of DW sent IPG a letter terminating its representation agreement with IPG. *See* Letter to Worldwide Subsidiary Group from Margaret E.G. Wilson, dated July 16, 2002 (attached hereto as Exhibit A). This letter notified IPG that “effective immediately” DW would begin collecting all “Distribution Proceeds (as defined in the [terminated] Agreement) on its own behalf, and remit WSG’s commission, as applicable, to WSG.” *See id.* Despite receipt of DW’s termination



5266543.1/43507-00063

A VIACOM COMPANY

Paramount Pictures

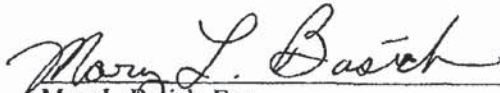
5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5000

letter, IPG has continued to hold itself out as DW's agent without DW's consent or authorization. *See*, e.g., Email from Bryan Boydston to Mary Basich, dated October 16, 2009 (attached hereto as Exhibit B); Email from Raul Galaz to Mary Basich and Jean McBride, dated June 12, 2009 (attached hereto as Exhibit C).

II. DW Has Not Authorized IPG To Represent Its Interests In This Proceeding.

IPG is not authorized to represent DW in cable or satellite royalty proceedings before the Judges. DW recently learned that IPG listed DW as a "IPG-represented claimant" in Exhibit IPG-1 to its Written Direct Statement in the instant proceeding. Such listing was not authorized by DW, and should not be considered by the Judges. DW hereby requests that its name be stricken from Exhibit IPG-1, and that any Section 111 royalties due to DW be assigned instead to DW's authorized Phase II representative, MPAA.

Respectfully submitted,



Mary L. Basich, Esq.
C.A. Bar No. 110887
EVP, Business/Legal Affairs, Worldwide Television
Distribution
Paramount Pictures
5555 Melrose Ave.
Los Angeles, CA 90038
Telephone: 323-956-7737
Facsimile: 323-862-6376
Mary_Basich@Paramount.com

Dated: May 3, 2013



5266543.1/43507-00063

A VIACOM COMPANY

Paramount Pictures

5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5000

EXHIBIT A

Termination Letter from Margaret E.G. Wilson of DW to
Worldwide Subsidy Group and/or
Independent Producers Group (together, "IPG"), dated July 16, 2002



A VIACOM COMPANY

Ab100A
DREAMWORKS

01110

Via Facsimile (310) 446-8978 and U.S. Mail

July 16, 2002

Ms. Marian Oshits
Worldwide Subsidy Group
9903 Santa Monica Blvd.
Suite 655
Beverly Hills, California 90212

Dear Marian:

Re: Worldwide Subsidy Group

This will confirm our telephone call today in which DreamWorks terminated the agreement between DreamWorks LLC ("DreamWorks") and Worldwide Subsidy Group ("WSG") dated as of May 12, 1999 (the "Agreement"). The effective date of termination shall be December 31, 2002.

This will also confirm that effective immediately, DreamWorks shall collect Distribution Proceeds (as defined in the Agreement) on its own behalf, and remit WSG's commission, as applicable, to WSG. WSG shall notify any third parties, which are authorized by WSG to collect monies on DreamWorks's behalf, including, without limitation, Printage, to cease such activity. Of course, if any Distribution Proceeds are received by WSG or any third party acting on WSG's behalf, including without limitation, Printage, then WSG or such third party shall remit to DreamWorks 100% of such Distribution Proceeds, less WSG's commission on such amount.

Should your understanding differ in any respect, please contact me immediately.

Very truly yours,

Margaret E.G. Wilson
Margaret E.G. Wilson

MECFW/en

cc: Wendy Ferman
Julie Jenkins
Anne Mallonee

SERVICE DES REGISTRES

R 13 AVR, 2005

AGICOM

Paramount Pictures

5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5000

EXHIBIT B

Email from Bryan Boydston to Mary Basich,
dated October 16, 2009



A VIACOM COMPANY

Basich, Mary - Paramount

From: brianb@ix.netcom.com
Sent: Monday, November 02, 2009 10:48 AM
To: Basich, Mary - Paramount
Cc: worldwideSG@aol.com
Subject: RE: Worldwide Subsidy Group

Ms. Basich,

There are several matters that I should clarify.

First, WSG has never purported to be an "agent" of DreamWorks. Rather, DreamWorks "assigned" rights to WSG. Your statement that royalties were "unquestionably" due directly to DreamWorks following termination is inaccurate, and runs directly contrary to the WSG/DreamWorks agreement. Rather, DreamWorks and Paramount unilaterally deemed that it would collect the royalties that were the subject matter of the agreement, without consultation or agreement with WSG. Nonetheless, WSG acceded, but DreamWorks then never accounted for any of the royalties that it received, as it had agreed it would do.

Second, WSG has never once been contacted by Dreamworks or its successors-in-interest and been instructed to cease and desist any activity, nor informed that it has interfered with DreamWorks' receipt of monies. If you can provide any examples of these "repeated" requests, so that we can be assured that this is not mere lawyery puffing, then please provide correspondence establishing the same and my client will investigate. In fact, the only exception to WSG's knowledge of WSG creating conflicting claims with DreamWorks are two instances from a relatively modest source of royalty income, Screenrights, which royalties were ultimately paid over to DreamWorks anyway and then not accounted to WSG.

Finally, WSG is obligated to account upon the receipt of royalties. It has received no royalties relating to the DreamWorks catalogue for the obvious reason that they have been collected by DreamWorks and its successors-in-interest. This has already been communicated to you and your colleagues.

At this time, please explain whether or not it is the intention of DreamWorks and Paramount to make the accounting to WSG to which it was entitled.

Brian Boydston

-----Original Message-----

>From: "Basich, Mary - Paramount" <Mary_Basich@Paramount.com>
>Sent: Oct 30, 2009 3:07 PM
>To: brianb@ix.netcom.com
>Subject: RE: Worldwide Subsidy Group

>

>

>

>Dear Mr. Boydston:

>

>As you may know, DreamWorks L.L.C., now known as DW Studios L.L.C.,
>("DW") terminated its representation agreement with Worldwide Subsidy
>Group (WSG) by letter dated July 16, 2002. You may not know that
>notwithstanding such termination, WSG continued to register purportedly
>as DW's agent, for purposes of applying for and collection of royalties
>unquestionably due directly to DW, without DW's authorization or
>knowledge. Moreover, WSG's interference with DW's right to receive

>payment for its properties has resulted in delayed payments and/or lack
>of payments of amounts owed to DW, as it appears that amounts have been
>withheld by various collecting societies due to WSG's unauthorized
>claims. Further, despite our repeated requests, WSG has failed to
>provide DW with any accounting and/or payments for the monies collected
>on DW's behalf.

>

>Accordingly, WSG is in breach of the representation agreement for,
>among other reasons, its failure to account to DW, its breach of
>contractual and fiduciary obligations to DW, and its unauthorized
>registrations with certain collection societies. Nonetheless, in an
>attempt to amicably resolve this matter, DW reiterates its willingness
>to acknowledge and remit any properly earned commissions, from amounts
>received by DW, to WSG upon receipt of a full and complete worldwide
>accounting from WSG of all amounts it has received (authorized or
>unauthorized) in connection with the exploitation of any DW motion pictures and the payment
of such
>amounts to DW.

>

>This email is not a complete statement of DW's position in this matter,
>and DW hereby reserves all of its rights and remedies related thereto.

>

>

>Mary Basich

>

>

>

>-----Original Message-----

>From: brianb@ix.netcom.com [mailto:brianb@ix.netcom.com]

>Sent: Friday, October 16, 2009 10:10 AM

>To: Basich, Mary - Paramount

>Cc: worldwideSG@aol.com

>Subject: Worldwide Subsidy Group

>

>Dear Ms. Basich,

>

>This office is counsel to Worldwide Subsidy Group ("WSG"). As you are
>aware, WSG agreed to allow royalties for various DreamWorks properties
>dating back to
>2002 and earlier, including, but not limited to "Galaxy Quest", to be
>paid from Screenrights to Paramount subject to Paramount's agreement to
>pay over 20% of such royalties to WSG.

>

>To date, no such amounts have been paid to WSG and Paramount has not
>made any accounting of such collections to WSG. This is despite the
>fact that Screenrights distributed royalties for "Galaxy Quest" over a
>year ago.

>Since

>then, Screenrights has distributed additional amounts for DreamWorks
>properties "Shrek" and "Chicken Run", but WSG has received no money or
>accounting from Paramount regarding those properties either.

>

>Under the circumstances, simply saying "we will account to you when we
>get some money" is unacceptable. As we are informed that such money
>has been paid to Paramount, WSG cannot simply accede to such an
>explanation. In short, if Paramount will not satisfactorily explain
>the status of these royalties, account for them and pay them, WSG is

>left with little choice but to seek redress in court.
>
>Please communicate with me as soon as possible to avoid a lawsuit.
>
>Brian D. Boydston, Esq.
>Pick & Boydston, LLC
>617 S. Olive St., Suite 400
>Los Angeles, CA 90014
>
>(213)624-1996
>(213)624-9073 fax
>
>
>
>This email (including any attachments) is for its intended-recipient's use only.
>This email may contain information that is confidential or privileged.
>If you received this email in error, please immediately advise the
>sender by replying to this email and then delete this message from your system.

Paramount Pictures

5555 Melrose Avenue
Hollywood, CA 90038-3197
323-956-5000

EXHIBIT C

Email from Raul Galaz to Mary Basich and
Jean McBride, dated June 12, 2009



A VIACOM COMPANY

From: worldwidesg@aol.com [mailto:worldwidesg@aol.com]
Sent: Friday, June 12, 2009 7:33 AM
To: Basich, Mary - Paramount; McBride, Jean - Paramount
Cc: brianb@lx.netcom.com
Subject: WSG/DreamWorks accounting; "Galaxy Quest"

Dear Ms. Basich and Ms. McBride,

Almost one year ago a conflicting claim was before Screenrights relating to the works "Galaxy Quest" and "Saving Private Ryan". The dispute, as you may recall, centered around which party, WSG or Paramount (as the successor-in-interest to DreamWorks) was entitled to collect on the royalties generated by Screenrights for such programs, and remit the other party's share to the other.

At such time, Paramount submitted a letter dated July 16, 2002, pursuant to which DreamWorks terminated its agreement with WSG. DreamWorks asserted that the Term of the agreement was "terminated as of December 31, 2002" (inaccurate) and that DreamWorks will prospectively collect all royalties applicable to the agreement and remit them to WSG. A copy of the letter is attached hereto.

In fact, and in connection with such dispute, by email of June 24, 2008, Mary Basich, Executive Vice-President of Business and Legal Affairs for Paramount Pictures, confirmed that an accounting for such monies would be made to WSG for "Galaxy Quest", but asserted that the international rights to "Saving Private Ryan" were not controlled by DreamWorks during the Term of the WSG agreement.

Notwithstanding, no accounting for the "Galaxy Quest" royalties collected by Paramount has occurred. In fact, no accounting for any royalties collected by either DreamWorks or Paramount has occurred following the July 16, 2002 letter. Although it often takes upwards of ten years to collect the types of royalties that were the subject of the WSG/DreamWorks agreement, the fact that there have been no accountings, including the promised accounting for royalties clearly received within the last year, now leads WSG to suspect that no accountings will be forthcoming.

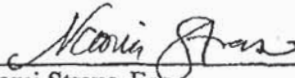
At this time, I would formally request an accounting from Paramount for the Screenrights royalties attributable to "Galaxy Quest", and any other royalties covered by the WSG/DreamWorks agreement. As regards "Saving Private Ryan", I would further request a copy of any distribution agreement between DreamWorks and whichever party Paramount contends was entitled the international rights to such work. If such agreement specifically addresses the collection of any form of royalties covered by the WSG/DreamWorks agreement (e.g., educational institution royalties, retransmission royalties, blank tape levies, etc.), directing our attention to such provisions would be helpful. Any matters relating to participations or other confidential matter can, of course, be redacted.

I look forward to your prompt response. If you have any questions in connection therewith, please feel free to contact me.

Raul Galaz
Worldwide Subsidy Group

CERTIFICATE OF SERVICE

I hereby certify that on this 7 day of May, 2013, a copy of the foregoing document was sent by Federal Express overnight mail to the parties listed on the attached service list.



Naomi Straus, Esq.

SERVICE LIST

DEVOTIONAL CLAIMANTS

Clifford M. Harrington
PILLSBURY WINTHROP SHAW
PITTMAN, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

MPAA-REPRESENTED PROGRAM SUPPLIERS

Gregory O. Olaniran
Lucy Holmes Plovnick
MITCHELL SILBERBERG & KNUPP LLP
1818 N Street NW, 8th Floor
Washington, D.C. 20036

INDEPENDENT PRODUCERS GROUP

Brian D. Boydston
PICK & BOYDSTON, LLP
10786 Le Conte Ave.
Los Angeles, CA 90024

JOINT SPORTS CLAIMANTS

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Stephen K. Marsh
James R. Woods
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Washington, D.C. 20004-1206

Philip R. Hochberg
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Ritchie T. Thomas
Iain McPhie
Christine Henter
SQUIRE, SANDERS & DEMPSEY LLP
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Washington, D.C. 20036

Thomas J. Ostertag
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245 Park Avenue
New York, NY 10167

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Washington, D.C.

In re

Distribution of 2000, 2001, 2002 and 2003
Cable Royalty Funds

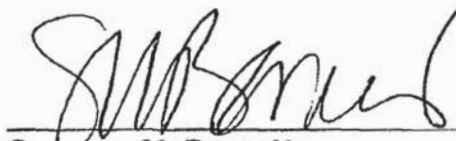
Docket No. 2008-2 CRB CD 2000-2003
(Phase II)

**DOCUMENT CERTIFICATION FROM THE
COPYRIGHT ROYALTY BOARD FILES**

I certify that, under my direction, the staff of the Copyright Royalty Board (CRB) has made a reasonable search of available files at the CRB. I certify that the document attached to this Certification is a true copy of the document that is maintained in the office of the CRB. The attached certified document is:

Notice Regarding Representation of BBC Worldwide, Venevision International, and Reel Funds, filed by Fintage Publishing and Collections B.V., Docket No. 2008-2 CRB CD 2000-2003 (Phase II); (May 9, 2013).

SIGNED this 13 day of May 2013.



**Suzanne M. Barnett
Chief Copyright Royalty Judge**

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

Received
MAY 09 2013
Copyright Royalty Board

In the Matter of)

Distribution of the 2000, 2001, 2002)
and 2003 Cable Royalty Funds)

Docket No. 2008-2 CRB CD 2000-2003
(Phase II)

**NOTICE REGARDING REPRESENTATION OF BBC WORLDWIDE, VENEVISION
INTERNATIONAL, AND REEL FUNDS INTERNATIONAL**

Fintage Publishing and Collections B.V. (hereinafter "Fintage"), hereby gives notice through its undersigned counsel that Fintage represents BBC Worldwide ("BBC") and Venevision International ("Venevision") as to the 2000, 2001, and 2002, and 2003 cable royalty years.¹ Fintage also hereby gives notice that it represents Reel Funds International ("Reel") as to the 2002 and 2003 cable royalty years. Fintage further gives notice that it has authorized the Motion Picture Association of America, Inc. ("MPAA") to represent its interests in cable and satellite statutory license proceedings before the Copyright Royalty Judges ("Judges"). For purposes of the instant 2000-2003 Cable Phase II Proceeding, Fintage has designated MPAA as its Phase II representative. Worldwide Subsidy Group and/or Independent Producers Group (together, "IPG") is not authorized to represent BBC, Venevision, or Reel as to the royalty years indicated above.

¹ In September 2002, Fintage notified the Copyright Office that it had terminated its relationship with IPG, and provided a list of entities that Fintage represents. The entities identified herein were not referenced in Fintage's September 2002 filing.

I. IPG Is Not Authorized To Represent Fintage Or Its Clients.

In or about August 2000, Fintage and IPG entered into an agreement whereby they agreed to jointly represent certain clients and to share in the secondary royalties collected on such clients' behalf. Thereafter, a dispute arose between Fintage and IPG regarding their respective rights and obligations under their agreement. The parties proceeded to arbitrate the dispute and entered into a settlement agreement, whereby the parties terminated their relationship. Pursuant thereto, IPG agreed that Fintage would exclusively administer and collect all royalties accruing for certain clients and IPG expressly waived and released any alleged rights or interests to make any claim or collect any monies on such clients' behalf. Notably, IPG agreed that Fintage had the exclusive right to administer and collect all royalties on behalf of EGEDA. BBC and Venevision are both EGEDA clients, and thus were expressly acknowledged by IPG as being exclusive clients of Fintage. Accordingly, IPG is not authorized to represent, or to claim to represent, either entity.

At the time of the arbitration proceeding with IPG, Reel was identified as an IPG-represented entity. However, in May 2003, Reel entered into a written representation agreement directly with Fintage to have Fintage administer and collect royalties on behalf of Reel. This agreement covers cable royalty years 2002 and 2003, and supersedes any alleged prior agreement entered into between Reel and IPG. Thus, IPG is not authorized to administer or collect any royalties on behalf of Reel after royalty year 2001.

II. The Judges Should Not Award Royalties To IPG On Behalf Of BBC, Venevision, And Reel As To The Royalty Years Indicated.

As the above demonstrates, IPG is not authorized to represent BBC or Venevision cable or satellite royalty proceedings before the Judges as to any royalty year. IPG is also not authorized to represent Reel as to royalty years 2002 and 2003. To the extent that IPG listed

BBC, Venevision, or Reel as "IPG-represented claimants" in Exhibit IPG-1 to its Written Direct Statement in the instant proceeding, such listing should be disregarded as to the royalty years identified herein. Fintage hereby requests that any Section 111 royalties due to the Fintage-represented clients addressed herein be assigned instead to Fintage's authorized Phase II representative, MPAA.

Respectfully submitted,




Sonia Y. Lee, Esq.
C.A. Bar No. 191837
Raines Feldman LLP
9720 Wilshire Boulevard, 5th Floor
Beverly Hills, California 90212
Telephone: (310) 440-4100
Fax: (424) 239-2242
slee@raineslaw.com

Dated: May 8, 2013

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of May, 2013, a copy of the foregoing document was sent by Federal Express overnight mail to the parties listed on the attached service list.



Sonia Y. Lee, Esq.

SERVICE LIST

DEVOTIONAL CLAIMANTS

Clifford M. Harrington
PILLSBURY WINTHROP SHAW
PITTMAN, LLP
2300 N Street, N.W.
Washington, D.C. 20037-1128

MPAA-REPRESENTED PROGRAM SUPPLIERS

Gregory O. Olaniran
Lucy Holmes Plovnick
MITCHELL SILBERBERG & KNUPP LLP
1818 N Street NW, 8th Floor
Washington, D.C. 20036

INDEPENDENT PRODUCERS GROUP

Brian D. Boydston
PICK & BOYDSTON, LLP
10786 Le Conte Ave.
Los Angeles, CA 90024

JOINT SPORTS CLAIMANTS

Robert Alan Garrett
Stephen K. Marsh
James R. Woods
ARNOLD & PORTER LLP
555 Twelfth Street, N.W.
Washington, D.C. 20004-1206

Philip R. Hochberg
LAW OFFICE OF PHILIP R. HOCHBERG
12505 Park Potomac Avenue
6th Floor
Potomac, MD 20854

Ritchie T. Thomas
Iain McPhie
Christine Henter
SQUIRE, SANDERS & DEMPSEY LLP
1200 19th Street N.W.
Washington, D.C. 20036

Thomas J. Ostertag
OFFICE OF THE COMMISSIONER OF BASEBALL
245 Park Avenue
New York, NY 10167

KESSLER REBUTTAL TESTIMONY
ADDENDUM D



Jeffrey G. Benz
Managing Director of Legal Affairs
General Counsel

January 22, 2003

Mr. Raul Galaz
Worldwide Subsidy Group
19275 Stone Oak Parkway
San Antonio, TX 78258

Re: Representation Agreement

Dear Mr. Galaz:

Reference is made to the Reinstatement Agreement between the United States Olympic Committee (the "USOC") and Worldwide Subsidy Group ("WSG"), dated July 25, 2000 (the "Agreement"). The purpose of this letter is to notify WSG that, pursuant to Paragraph 2 of the Agreement, the USOC is exercising its right to terminate the Agreement effective July 25, 2003.

Please provide a full accounting of all claims that have been filed on behalf of the USOC.

Sincerely,

A handwritten signature in dark ink, appearing to read "JMB", is written over the word "Sincerely,".

Jeffrey G. Benz

cc: Keith Allo
Greg Downey
Kelly Maynard
Dan Perini

KESSLER REBUTTAL TESTIMONY
ADDENDUM E

COPYRIGHT ROYALTY JUDGES
The Library of Congress
Washington, D.C.

In re

**Distribution of 2000, 2001, 2002 and 2003
Cable Royalty Funds**


**Docket No. 2008-2 CRB CD 2000-2003
(Phase II)**

**DOCUMENT CERTIFICATION FROM THE
COPYRIGHT ROYALTY BOARD FILES**

I certify that, under my direction, the staff of the Copyright Royalty Board (CRB) has made a reasonable search of available files at the CRB. I certify that the document attached to this Certification is a true copy of the document maintained in the office of the CRB. The attached certified document is:

- Farm Journal Electronic Media letter from Bob Ford, dated July 1, 2007.

SIGNED this 25 day of April 2013.



Suzanne M. Barnett
Chief Copyright Royalty Judge



RECEIVED

OFFICE COPY

JUL 06 2007

Copyright Royalty Board

July 1, 2007

Ms. Gina Giuffreda
Copyright Royalty Board
P.O. Box 70977 Southwest Station
Washington, DC 20024-0977

Dear Ms Giuffreda,

In reference to filing of Cable and/or Satellite Royalty claims on behalf of Farm Journal Electronic Media be it known by this notification that World Wide Subsidy Group d/b/a Independent Producers Group was not granted the authority to file claims on behalf of Farm Journal Electronic Media for the years and file numbers listed below.

2001 Cable #518
2001 Satellite #214
2002 Cable #245
2002 Satellite #625
2003 Cable #269
2003 Satellite #549
2004 Cable #607 or #608
2004 Satellite #311

In the event that World Wide Subsidy Group d/b/a Independent Producers Group has filed a claim for the year 2005, the same notification applies.

Further, Farm Journal Electronic Media has not granted World Wide Subsidy Group d/b/a Independent Producers Group the authority to file claims or in any way represent Farm Journal Electronic Media in matters pertaining to Copyright Royalties in the year 2006 nor in any year going forward. Any questions concerning this matter should be directed to Bob Ford, Director of Distribution, 25 Executive Drive Suite A, Lafayette IN 47905.

Sincerely,

A handwritten signature in cursive script that reads "Bob Ford".

Bob Ford
Director of Distribution
Farm Journal Electronic Media

Distribution Hearing Exhibit 8011

Cc: Tanya Sandros

Copyright Arbitration Royalty Panel

Copyright Office General Counsel – Information & Reference

P.O Box 70400 Southwest Station

Washington D.C. 20024

Cc: Mr. David O. Carson

General Counsel US Copyright Office

101 Independent Avenue, SE

Washington, DC 20559-6000

Cc Lisa Katona Galaz

World Wide Subsidy Group d/b/a Independent Producers Group

21715 Brazos Bay

San Antonio, TX 78259

Cc: Brian D. Boydston, Esq.

Pick & Boydston, LLP

1000 Wilshire Blvd., Suite 600

Los Angeles, CA 90017-2463

COPYRIGHT ROYALTY JUDGES
The Library of Congress
Washington, D.C.

In re

Distribution of 2000, 2001, 2002 and 2003
Cable Royalty Funds

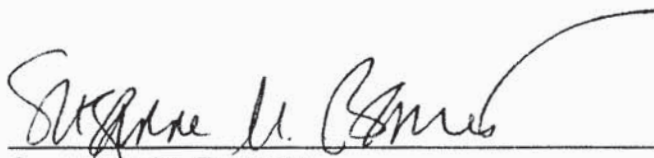
Docket No. 2008-2 CRB CD 2000-2003
(Phase II)

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*Letter from Bob Ford, Director of Distribution, Farm Journal Electronic Media;
Dated August 6, 2007.*

SIGNED this 20 day of May 2013.



Suzanne M. Barnett
Chief Copyright Royalty Judge

RECEIVED

AUG 08 2007

Copyright Royalty Board



Ms Gina Giuffreda
Copyright Royalty Board
P.O. Box 70977 Southwest Station
Washington, DC 20024-0977

August 6, 2007

Dear Ms Giuffreda,

Please disregard the correspondence dated July 1, 2007 regarding the representation of Farm Journal Electronic Media by World Wide Subsidy Group d/b/a Independent Producers Group. A valid representation agreement extension dated 6/12/2002 to an agreement dated 7/12/2001 has been demonstrated by Independent Producers Group. Therefore Independent Producers Group does have representation rights for Farm Journal Electronic Media and its Cable and/or Satellite Royalty claims for the years 2000-2006.

Any questions concerning this matter should be directed to Bob Ford, Director of Distribution, 25 Executive Drive Suite A, Lafayette IN 47905.

Sincerely,

A handwritten signature in cursive script that reads "Bob Ford".

Bob Ford
Director of Distribution
Farm Journal Electronic Media

Certificate of Service

I hereby certify that on Thursday, April 05, 2018 I provided a true and correct copy of the Designated Prior Testimony of Marsha E. Kessler, Written Rebuttal Testimony, submitted in Docket No. 2008-2 CRB CD 2000-2003 (Phase II), filed May 15, 2013. to the following:

Independent Producers Group (IPG), represented by Brian D Boydston served via Electronic Service at brianb@ix.netcom.com

Devotional Claimants, represented by Benjamin S Sternberg served via Electronic Service at ben@lutzker.com

Signed: /s/ Lucy H Plovnick